

TEXAS COMMISSION ON LAW ENFORCEMENT TRAINING PROVIDER CONTRACT

I. AUTHORITY AND APPLICABLE STANDARDS.

1. The Texas Commission on Law Enforcement (Commission) and **Everman Police Department (439212)** (Contract Training Provider) enter into this contract by the Commission's approval of Training Provider's application under Texas Occupations Code Chapter 1701 and 37 - Texas Administrative Code Chapters 211-29.

2. All requirements and standards of Texas Occupations Code Chapter 1701, 37 Texas Administrative Code Chapters 211-29, and any other applicable law are incorporated into this contract by reference. As such, this contract's lack of expressly mentioning a specific provision or requirement does not waive the requirement or otherwise excuse Training Provider's noncompliance.

3. By the signatures below, the designated individuals have full authority to enter into this agreement for their respective party.

4. The Commission's Executive Director or Designee has the authority to execute the provisions incorporated into this contract.

II. REQUIREMENTS AND OBLIGATIONS.

5. The Training Provider desires to provide law enforcement related training courses to licensees and for these licensees to receive credit for such training from the Commission.

6. In consideration of the Training Provider's promise to comply with all requirements incorporated into this contract, mutual covenants, agreements, and benefits to both parties the Commission and Training Provider agree to the following provisions of this contract.

7. Training Provider represents it is in compliance with applicable provisions of the Americans with Disabilities Act of 1990 and the regulations promulgated by the Equal Employment Opportunity Commission, the United States Department of Justice and other applicable laws and regulations.

8. Training Provider represents that it is in compliance, and shall continue to comply, with all requirements incorporated into this contract. Thus, these requirements include:

- (a) Training Provider shall appoint and maintain the appointment of an Advisory Board (Board) for the duration of this contract;
- (b) Training Provider shall appoint a qualified training coordinator meeting all Commission requirements;

TEXAS COMMISSION ON LAW ENFORCEMENT TRAINING PROVIDER CONTRACT

- (c) Training Provider shall not conduct any basic licensing course as defined by Commission rules. Sheriffs' Offices with an active contract may conduct a Basic County Corrections licensing course with the consent of the Commission;
- (d) Training Provider shall not conduct any Distance Education unless an approved Distance Education Addendum is executed.
- (e) Training Provider shall conduct all classroom instruction in accordance with the Commission's minimum enrollment and training standards;
- (f) Training Provider shall follow Commission instructor guides, when available, and retains the ability to enhance these instructor guides.
- (g) Training Provider shall, on the basis of training needs identified in the application, develop instructor lesson plans containing learning objectives and student evaluations for each course. The courses provided shall be in accordance with the original application or addendums;
- (h) Training Provider shall submit a report of training for each course conducted. Courses shall be submitted electronically through TCLEDDS. The Training Provider will not submit reports of credit hours for annual weapons proficiency or similar recertification by test only;
- (i) Training Provider agrees not to represent itself as a Law Enforcement Academy, as defined by statute and Commission rules and guidelines or use the term "Academy" in the providers name; and
- (j) Training Provider shall submit to the Commission on a form approved by the Commission within thirty days of: any change in the chief administrator or training coordinator; any failure to meet commission rules and standards by the academy, training coordinator, instructors, or advisory board; when non-compliance with federal or state requirements is discovered; or any change in name, physical location, mailing address, electronic mail address, or telephone number; any change in the department dean or Southern Association of Colleges & Schools (SACS) or Texas Higher Education Coordinating Board (THECB) status for academic alternative training providers.
- (k) Training Provider shall send a representative to the Annual TCOLE Training Coordinators' Conference.

TEXAS COMMISSION ON LAW ENFORCEMENT TRAINING PROVIDER CONTRACT

III. CANCELLATION, SUSPENSION, AND TERMINATION.

9. - The Commission may immediately suspend operation of a contract for a Training Provider's noncompliance with the terms of the contract or any Commission rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when the Training Coordinator is notified in writing.

10. The Commission may cancel a contract issued in error or based on false or incorrect information.

11. Either party may terminate this contract upon ten days written notice. The Commission may also terminate this contract if:

- (a) The training coordinator intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the commission;
- (b) Training Provider has not met the needs of the communities or agencies it serves;
- (c) Training Provider fails to comply with any term of a contract or violation of a commission rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules;
- (d) Training Provider has failed to conduct training within a calendar year without a waiver from the commission; or
- (e) If applicable, Training Provider has lost accreditation, including SACS or THECB approval.

IV. EXPIRATION AND RENEWAL.

12. This contract will expire on **December 31, 2029**, unless otherwise cancelled, suspended or terminated earlier.

13. To be considered for renewal, the Training Provider shall submit to the Commission a contract renewal application that meets the timeline set forth by the Commission rules. The Commission may renew this contract for any term deemed appropriate and dependent upon an evaluation which includes an assessment of the provider's compliance with: commission standards; terms of the contract; program performance; and needs of the community or agencies it services.

**TEXAS COMMISSION ON LAW ENFORCEMENT
TRAINING PROVIDER CONTRACT**

V. OTHER CONTRACT CLAIMS.

14. If applicable, Training Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any claim for breach of contract made by the Training Provider:

- (a) Training Provider's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Training Provider shall submit written notice, as required by subchapter B, to the Executive
- (b) Director of the Commission. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Training Provider and the Commission otherwise entitled to notice under the parties' Contract. Compliance by the Training Provider with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- (c) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Training Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Commission if the parties are unable to resolve their disputes under Section A.
- (d) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Commission nor any other conduct of any representative of the Commission relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- (e) The submission, processing and resolution of the Training Provider's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective.

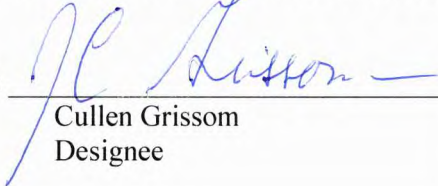
VI. INDEMNITY.

15. To the extent authorized by the Texas Constitution and state law, the Training Provider agrees to indemnify and save harmless the Commission, its Commissioners, Executive Director, and employees from and against any and all claims, demands, actions, and suits; including but not limited to any liability for damages by reason or arising out of any and all

**TEXAS COMMISSION ON LAW ENFORCEMENT
TRAINING PROVIDER CONTRACT**

contents contained in the courses or the locations at which the courses are conducted pursuant to this contract, or arising out of or involving any negligence on the part of the Training Provider, its chief administrator, training coordinator or its agents, employees or appointees.

TEXAS COMMISSION ON LAW ENFORCEMENT

By: 
Cullen Grissom
Designee

Date: January 6, 2025

EVERMAN POLICE DEPARTMENT

By: _____
Chief Craig W. Spencer
Chief Administrator

Date: _____